

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION

UM CORPORATION, a Japanese  
corporation,  
  
Plaintiff,  
  
v.  
  
TSUBURAYA PRODUCTIONS CO.,  
LTD., a Japanese corporation,  
  
Defendant.

Case No. 2:15-cv-03764-AB (AJWx)  
**[PROPOSED] JUDGMENT**

AND RELATED CROSS-CLAIMS

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**[PROPOSED] JUDGMENT**

This action was tried by a jury, which rendered a verdict. Based on that verdict,

IT IS NOW HEREBY ORDERED AND ADJUDGED that:

Judgment is entered in favor of Defendant and Counterclaimant Tsuburaya Productions Co. (“TPC”) and against Plaintiff and Counterdefendant UM Corporation (“UMC”) on UMC’s First, Second, Third, and Fourth Claims for Relief in the First Amended Complaint. (Dkt. 1.)

Judgment is also entered in favor of TPC and against UMC and Counterdefendants TIGA Entertainment Company, Ltd. (“TIGA”), Golden Media Group (“GMG”) and Ultraman USA, Inc. (“Ultraman USA”) on TPC’s First and Second Counterclaims for relief in TPC’s Counterclaims. (Dkt. 19.)

It is further declared, in accordance with the verdict of the jury, (Dkt. 269), that the March 4, 1976 License Granting Agreement (Trial Exhibit No. 4) is not an authentic contract that was signed and sealed by Noboru Tsuburaya on behalf of TPC and Tsuburaya Enterprises Co. Ltd., and that it is of no force or effect.

It is also declared that UMC, TIGA, GMG, and Ultraman USA, individually or in combination, are prohibited from engaging in or authorizing any copying, reproduction, preparation of derivative works, distribution, sale or other transfer of ownership, rental, lease, lending or public performance of any audio-visual or other creative works or products based on “Ultraman” characters or stories in the United States.

For TPC’s First Counterclaim for Relief, Counterdefendants UMC, TIGA and GMG (collectively, the “UMC Parties”), jointly and severally, shall pay \$45,555.47 in damages to TPC.

//

//

1        TPC is also awarded its costs incurred, in an amount to be determined by the  
2 Court, to be paid by the UMC Parties and Ultraman USA, who are jointly and  
3 severally liable.

4        The Clerk shall enter this Judgment.

5  
6        **IT IS SO ORDERED.**

7 Dated: April 18, 2018

8 By



Hon. André Birotte Jr.  
United States District Judge